

COUNTY COUNCIL  
OF  
HARFORD COUNTY, MARYLAND  
BILL NO. 07-33

Introduced by Council President Boniface at the request of the County Executive

Legislative Session Day No. 07-26

Date: August 21, 2007

A BILL approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland (the "County") to acquire development rights in up to 100 acres of agricultural land located at 3537 Emory Church Road, Street, Maryland 21154 from Robert R. Richardson, Jr., individually and power of attorney for Helen L. Richardson, or any other owner thereof for a maximum purchase price of the lesser of \$1,215,000.00 or \$10,828.31 per acre or portion thereof but equal to the lesser of the maximum easement per acre value or the maximum development right value but not in excess of the maximum per acre cap as determined pursuant to Bill No. 07-05 passed by the County Council of Harford County, Maryland on April 10, 2007, approved by the County Executive of the County on April 11, 2007 and effective on June 10, 2007 (the "Agricultural Land Preservation Act"); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.

By the Council,

Introduced, read first time, ordered posted and public hearing scheduled

on: September 18, 2007  
at: 7:00 p.m.

By Order: Barbara J. O'Connor, Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on September 18, 2007, and concluded on September 18, 2007.

Barbara J. O'Connor, Council Administrator

RECITALS

In accordance with the provisions of Section 524 of the Charter of Harford County (the "Charter"), the Annual Budget and Appropriation Ordinance of Harford County, Maryland (the "County") for fiscal year 2008, Bill No. 07-13 (the "Budget Ordinance") includes a project permitting the County to enter into installment purchase agreements to acquire development rights in agricultural lands located within the County, which Budget Ordinance was adopted by the County Council of Harford County, Maryland (the "County Council"), in accordance with the Charter:

Section 520 of the Charter provides that "any contract, lease or other obligation in excess of three thousand dollars (\$3,000) requiring the payment of funds from the appropriations of a later fiscal year shall be authorized by legislative act", and Section 524 of the Charter provides that the County may incur debt and pursuant to the Agricultural Land Preservation Act, the County has been authorized and empowered to enter into installment purchase agreements to purchase easements for agricultural land preservation purposes.

The Agricultural Land Preservation Act provides that after review by the Harford County Agricultural Advisory Board in accordance with the County's Easement Priority Ranking System and approval by the Harford County Board of Estimates, the County Council, may approve and provide for the acquisition of the development rights in each particular parcel of agricultural land, as defined in the Authorizing Act.

Attached to this Bill as Exhibit A is an application to sell a development rights easement signed by the landowner where agricultural land is the subject of this Bill.

Attached to this Bill as Exhibit B are records of The Harford County Agricultural Advisory Board evaluating all applications to offer development right easements to the County, with each application ranked pursuant to the County's easement priority ranking system.

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The County has now determined to enter into an Installment Purchase Agreement with Robert R. Richardson, Jr., individually and power of attorney for Helen L. Richardson, or any other person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to execution and delivery of such Agreement, in order to acquire the development rights in approximately 100 acres, more or less, of agricultural land located at 3537 Emory Church Road, Street, Maryland 21154 within the County for an aggregate purchase price of \$1,215,000.00, plus interest thereon, the actual amount of the purchase price to be equal to the lesser of such maximum amount or \$10,828.31 times the number of acres in such land, upon the terms and conditions hereinafter set forth, the actual purchase price to be determined in accordance with the Agricultural Land Preservation Act.

NOW, THEREFORE:

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That

(a) Harford County, Maryland (the "County") shall enter into an Installment Purchase Agreement (the "Installment Purchase Agreement") with Robert R. Richardson, Jr., individually and power of attorney for Helen L. Richardson, or any person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to the execution and delivery of the Installment Purchase Agreement (the "Seller") in order to acquire the development rights in approximately 100 acres of land, more or less, located at 3537 Emory Church Road, Street, Maryland 21154 within the County (the "Land"), for an aggregate purchase price not in excess of \$1,215,000.00 (the "Purchase Price"), plus interest thereon as hereinafter provided; provided that the actual amount of the Purchase Price shall be equal to the lesser of such maximum amount or \$10,828.31 multiplied by the number of acres in the Land, but equal to the lesser of the maximum easement per acre value or the maximum development right value but not in excess of the maximum

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1 the maximum per acre cap as determined pursuant to the Agricultural Land Preservation Act. The  
2 aggregate Purchase Price shall be set forth in an Agreement of Sale between the County and the  
3 Seller, and the deferred portion of the Purchase Price not paid at closing, shall be set forth in the  
4 Installment Purchase Agreement hereinabove described;

5 (b) The Installment Purchase Agreement shall be in substantially the form  
6 attached hereto as Exhibit C and made a part hereof, and in such form the Installment Purchase  
7 Agreement is hereby approved as to form and content. The Installment Purchase Agreement shall be  
8 dated as of the date of its execution and delivery by the County and the Seller (the "Closing Date");

10 (c) A portion of the Purchase Price, in the amount determined as hereinafter  
11 provided, shall be paid in cash on the Closing Date. The balance of the Purchase Price shall be paid  
12 to the Seller in each year thereafter to and including a date not more than thirty (30) years after the  
13 Closing Date. The dates on which each such installment is payable shall be determined by the  
14 County Executive and the Treasurer and shall be inserted in the form of the Installment Purchase  
15 Agreement attached hereto as Exhibit C;

16 (d) Interest on the unpaid balance of the Purchase Price shall accrue from the  
17 Closing Date and shall be payable at least annually in each year, commencing on the first of such  
18 dates to follow the Closing Date and continuing to and including a date not more than thirty (30)  
19 years after the Closing Date at an interest rate equal to the yield on U.S. Treasury STRIPS maturing  
20 on the date next preceding the final maturity date in the Installment Purchase Agreement determined  
21 as of the business day preceding the Closing Date and rounded to the next highest 0.05% per annum.  
22 Interest shall be calculated on the basis of a 360-day year of twelve 30-day months;

1 (e) The County's obligation to make payments of the Purchase Price under the  
2 Installment Purchase Agreement and to pay interest thereon is and shall be a general obligation of  
3 the County and is and shall be made upon its full faith and credit.

4 **SECTION 2.** BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD  
5 COUNTY, MARYLAND,

6 That it is hereby found and determined that:

7 (a) The acquisition of the development rights in the Land as set forth in Section 1  
8 of this Bill and in the form of the Installment Purchase Agreement attached hereto as Exhibit C is in  
9 the best interests of the County;

10 (b) The Installment Purchase Agreement is a contract providing for the payment  
11 of funds at a time beyond the fiscal year in which it is made and requires the payment of funds from  
12 appropriations of later fiscal years;

13 (c) Funds for the payment of the Purchase Price under the Installment Purchase  
14 Agreement are included in the Budget Ordinance, As Amended;

15 (d) The County shall acquire the development rights in the Land in perpetuity;

16 (e) The Purchase Price is within the legal limitation on the indebtedness of the  
17 County as set forth in Article 25A, § 5(P) of the Annotated Code of Maryland;

18 (f) The cost of acquiring the development rights in the Land is equal to the  
19 Purchase Price;

20 (g) The only practical way to acquire the development rights in the Land is by  
21 private negotiated agreement between the County and the Seller.

22 **SECTION 3.** BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD  
23 COUNTY, MARYLAND, That the Installment Purchase Agreement shall be signed by the County

24 Executive of the County (the "County Executive") by his manual signature, and the Installment  
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1 the Installment Purchase Agreement shall bear the corporate seal of the County, attested by the  
2 manual signature of the Director of Administration of the County (the "Director of Administration").

3 In the event that any officer whose signature shall appear on the Installment Purchase Agreement  
4 shall cease to be such officer before the delivery of the Installment Purchase Agreement, such  
5 signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had  
6 remained in office until delivery.

7 SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
8 HARFORD COUNTY, MARYLAND, That the County Executive and the Treasurer are hereby  
9 authorized, prior to execution and delivery of the Installment Purchase Agreement, to make such  
10 changes or modifications in the form of the Installment Purchase Agreement attached hereto as  
11 Exhibit C as may be required or deemed appropriate by them in order to accomplish the purpose of  
12 the transactions (including, but not limited to, determining the portion of the Purchase Price to be  
13 paid in cash on the Closing Date and establishment of interest and principal payment dates in each  
14 year that the Installment Purchase Agreement is outstanding) authorized by this Bill; provided that  
15 such changes shall be within the scope of the transactions authorized by this Bill and the execution  
16 of the Installment Purchase Agreement by the County Executive shall be conclusive evidence of the  
17 approval by the County Executive of all changes or modifications in the form of the Installment  
18 Purchase Agreement and shall thereupon become binding upon the County in accordance with its  
19 terms, as authorized by Section 524 of the Charter and the Authorizing Act (collectively, the  
20 "Enabling Legislation"), and as provided for in this Bill.

21 SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD  
22 COUNTY, MARYLAND, That the County Executive, the Director of Administration, the Treasurer  
23 of the County and other officials of the County are hereby authorized and empowered to do all such  
24 acts and things and to execute, acknowledge, seal and deliver such documents (including a Tax

1 deliver such documents (including a Tax Certificate and Compliance Agreement) and certificates as  
2 the County Executive may determine to be necessary to carry out and comply with the provisions of  
3 this Bill subject to the limitations set forth in the Enabling Legislation and any limitations set forth in  
4 this Bill.

5 SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD  
6 COUNTY, MARYLAND, That the Treasurer of the County is hereby designated and appointed as  
7 registrar and paying agent for the Installment Purchase Agreement (the "Registrar"). The Registrar  
8 shall maintain, or cause to be maintained, books of the County for the registration and transfer of  
9 ownership of the Installment Purchase Agreement. In addition, the County may, from time to time,  
10 designate and appoint the Department of the Treasury of the County, any officer or employee of the  
11 County or one or more banks, trust companies, corporations or other financial institutions to act as a  
12 substitute or alternate registrar or paying agent for the Installment Purchase Agreement, and any such  
13 substitute or alternate shall be deemed to be the Registrar or an alternate Registrar for all purposes  
14 specified in the resolution appointing such substitute or alternate. Any such appointment shall be  
15 made by the County Council by resolution and the exercise of such power of appointment, no matter  
16 how often, shall not be an exhaustion thereof.

18 SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD  
19 COUNTY, MARYLAND, That for the purpose of paying the installments of the Purchase Price  
20 when due and payable and the interest on the unpaid portion of the Purchase Price when due and  
21 payable, there is hereby levied, and there shall hereafter be levied in each fiscal year that any portion  
22 of the Purchase Price payable under the Installment Purchase Agreement remains outstanding, *ad*  
23 *valorem* taxes on real and tangible personal property and intangible property subject to taxation by  
24 the County, without limitation of rate or amount, and, in addition, upon such other intangible

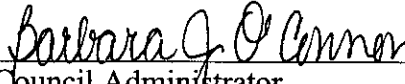
**BILL NO. 07-33**

1 upon such other intangible property as may be subject to taxation by the County within  
2 limitations prescribed by law, in an amount sufficient, together with the portion of the transfer  
3 tax imposed on transfers of real property in Harford County which is dedicated to agricultural  
4 land preservation and other available funds, to pay any installment of the Purchase Price under  
5 the Installment Purchase Agreement maturing during the succeeding year and to pay the annual  
6 interest on the outstanding balance of the Purchase Price until all of the Purchase Price under the  
7 Installment Purchase Agreement and such interest have been paid in full; and the full faith and  
8 credit and the unlimited taxing power of the County are hereby irrevocably pledged to the  
9 punctual payment of the Purchase Price under the Installment Purchase Agreement and the  
10 interest on the unpaid balance of the Purchase Price as and when the same respectively become  
11 due and payable.

12 SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
13 HARFORD COUNTY, MARYLAND, That this Bill shall take effect sixty (60) calendar days  
14 after it becomes law.

15 EFFECTIVE: November 19, 2007

16  
17  
18 The Council Administrator of the Council does  
19 hereby certify that fifteen (15) copies of this Bill are  
20 immediately available for distribution to the public  
21 and the press.

22  
23  
24   
25 Council Administrator  
26  
27  
28  
29  
30



**EXHIBIT A**

Application

1  
2  
3

DAVID R. CRAIG  
HARFORD COUNTY EXECUTIVE

LORRAINE COSTELLO  
DIRECTOR OF ADMINISTRATION



C. PETE GUTWALD  
DIRECTOR OF PLANNING & ZONING

HARFORD COUNTY GOVERNMENT

Department of Planning and Zoning

FORM OF COMMITMENT LETTER

July 13, 2007

Helen L. Richardson  
Robert R. Richardson Jr.  
3537 Emory Church Road  
Street, Maryland 21154

RE: Placement of a Harford County Land Preservation Easement on approximately 95 acres of land.

Dear Mr. & Ms. Richardson:

We are pleased to extend an offer to purchase the development rights and place a County Land Preservation Easement on your property of approximately 95 acres, located at 3537 Emory Church Road Street, MD 21154, subject to verification before settlement by survey submitted to Harford County. In accordance with your application, this offer is in the form of Cash at settlement or Installment Purchase Agreement (IPA) for 10.00 or 30 years with \$ 150,000.00 at settlement. (Please circle the option of your choice and fill in amount at settlement.)

This agreement is subject to the following terms and conditions:

1. Purchase Price: Harford County (County) offers to purchase the Development rights from the Seller for a purchase price of \$10,828.31 dollars per surveyed acre pursuant to the enabling legislation or other exclusion acreage required by the County.

Preserving Harford's past; promoting Harford's future  
(410) 638-3103

MY DIRECT PHONE NUMBER IS  
220 SOUTH MAIN STREET • BEL AIR, MARYLAND 21034 • 410.638.3000 • 410.679.2000 • TTY 410.638.3086 • www.harfordcountymd.gov  
THIS DOCUMENT IS AVAILABLE IN ALTERNATIVE FORMATS UPON REQUEST

We are pleased to make this offer to you. Please indicate your acceptance of this commitment by signing and returning to us the executed original of this letter.

THE FOREGOING TERMS AND CONDITIONS ARE HEREBY AGREED  
TO AND ACCEPTED THIS 25th day of July, 2007.

Witness:

*[Signature]*  
as all

SELLER:

*Helen R. Richardson*  
*By Robert R. Richardson*

SELLER:

*Attorney in fact*

*Robert R. Richardson* *Susan P. Richardson*

THIS FORM MUST BE DATED, SIGNED AND RETURNED BY  
JULY 27th, 2007 OR SOONER.

**HARFORD COUNTY, MARYLAND  
DEPARTMENT OF PLANNING & ZONING**

Harford County Administrative Offices Building  
220 South Main Street  
Bel Air, Maryland 21014  
410.638.3103

***Harford County Agricultural Land Preservation Act Application***

1. If any item is inapplicable, please mark "N/A".
2. If any item includes a choice indicated by a box, please check the appropriate box and include or attach any other information required.
3. Each item should be completed as fully as possible by all applicants, unless otherwise indicated. If you are uncertain as to whether particular information is applicable to an item, please still include such information.
4. Please feel free to expand your answers by attaching additional sheets if necessary.
5. This is an application to sell a development rights easement to Harford County, Maryland pursuant to the Harford County Agricultural Land Preservation Act (Bill No. 93-2 as passed by the Harford County Council on April 6, 1993 (the "Act")). After sale of the development rights easement, the only use of the land permitted under the Act is agricultural.
6. This application is subject to review by the Harford County Agricultural Advisory Board, and the land will be evaluated in accordance with the Harford County Easement Priority Ranking System.
7. This application is subject to the provisions of the Act. Applicant acknowledges receipt of the following:
  - a. Summary of the Act.
  - b. Sample form of deed of easement.
  - c. Sample form of installment purchase agreement.
  - d. Sample form of option of bond counsel.

I. APPLICANT (i.e., the owner of the land). Indicate the portion owned by each owner.

A. Correct legal name: Robert R. Richardson Sr (deceased)

Helen Richardson

Robert R. Richardson Jr. / Susan P. Richardson

B. Address (if mailing address is a post office box, please give a street address as well:

3537 Emory Church Rd Street, Md. 21154

C. Telephone No. 4104528483 Fax No. \_\_\_\_\_

D. Social Security Number or Tax Identification Number for each owner.

Helen Richardson

E. Type of legal entity:

☒ Individual

☐ corporation incorporated in the State of \_\_\_\_\_

☐ general partnership created in the State of \_\_\_\_\_

☐ limited partnership created in the State of \_\_\_\_\_

☐ limited liability company created in the State of \_\_\_\_\_

F. Description of Applicant's business and percentage of income attributed to agricultural production: Beef - Corn - Hay Farm  
100% Income

G. Contact person at Applicant's organization:

1. Name: Robert R. Richardson Jr.

2. Title: P.O.A. for Helen Richardson

3. Telephone: 410 4528483

H. Legal counsel representing Applicant in proposed transaction:

1. Name: undecided

2. Address: \_\_\_\_\_

3. Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

I. Surveyor representing applicant (not applicable if survey is 1960 or newer and completely closes)

1. Name: Highland Survey

2. Address: Street md

3. Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

J. Information concerning ownership (attach copy of deed(s) for all parcels).

Please list below all information for each parcel contained in this easement purchase.

1. Date of acquisition; recording reference; Harford County Tax map and parcel number; acres; address; sale of land, development rights, family conveyances or easement restriction applied to each parcel.

318/339 (1948) ; 186/473 (1942) ;  
5848/696 (2004)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- K. Mortgagees or Deeds of Trust or other encumbrances (including leases).  
 Lien holders will be required to subordinate their mortgage or deed of trust to the easement of the County.

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- L. Describe all uses currently made of the land and by whom:  
 Agricultural

Corn / Alfalfa / Cats by owner  
 \_\_\_\_\_  
 \_\_\_\_\_

Non-Agricultural

N/A  
 \_\_\_\_\_

M. Zoning Classifications (if known).

Ag

N. Identify all children of owner(s).

<u>Name</u>	<u>Address</u>
Robert A Richardson Jr.	3541 Emory Church Rd. Street, MS

O. Identify all living mothers, fathers, brothers or sisters of owners of this property willing to participate in family conveyance lot transactions.

<u>Name</u>	<u>Address</u>

P. Identify all residences and buildings on the land.

1 main home

1 tenant home

\* 4 Barns + sheds



Q. Applicant's accountant.

Name: None

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

R. Identify all soil and/or water conservation plans in effect concerning the land and if all practices are applied (forward copy of SCS plan):

Have Nutrient management Plan.  
and Soil analysis Report

S. Farm land breakdown

Cropland acres 80

Pasture acres 4

Woodland acres 5

Homestead acres 6

Other \_\_\_\_\_

T. Innovative farming practices on farm and type and production.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**U. Has the Applicant, or any principal, officer, or principal stockholder:**

1. Ever been convicted of a criminal offense other than a traffic violation?

☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

2. Ever been involved in bankruptcy or insolvency proceedings?

☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

3. Is there any litigation pending against the Applicant, principal, officer or principal shareholder?

☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

**V. Other:**

Are there any other facts or circumstances of a material nature (e.g., conflicts of interest) relating to any of the parties to the proposed transaction, the proposed facility, or its uses, which have not been clearly described in this application or which deserves further explanation?

☐ Yes ☒ No

X. Please indicate whether you will take Installment Purchase option or lump sum payment.

will take installment Plan

II. EXECUTION

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Agricultural Advisory Board of Harford County, Maryland in its consideration of this application for the sale of a development rights easement to Harford County, Maryland.

It is further understood that I/we, as Applicant, under this program may be required to attend a session of the County Council of Harford County, Maryland. The session will be a public hearing regarding this request. Meetings may also be necessary with the member of the County Council who represents the geographic area where the land is located.

The information in this application and supporting exhibits is true and complete to the best of my/our knowledge and is submitted for the purpose of the sale of development rights easement to Harford County, Maryland. I/We authorize Harford County to conduct whatever investigation it feels is necessary to properly evaluate and process this application. I/We understand that this application is subject to review of the Agricultural Advisory Board approval of the County Council of Harford County, Maryland, title search, survey, soil evaluation and other factors set forth in the Act.

Dated at Street md, on 4-26, 20 07.  
(City) (State)

Robert R. Ricketts Jr.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, HELEN L. RICHARDSON, of 3537 Emory Church Road, Street, Harford County, Maryland 21054, do hereby nominate, constitute and appoint my son, ROBERT R. RICHARDSON, JR., as my true and lawful attorney and agent for me and in my name, place and stead with full power and authority to do any and all acts which I could do including by way of illustration and not by way of limitation, the power to buy, sell, transfer or assign stocks, rights, notes, bonds, debentures and securities of any nature whatsoever and personal property; to make gifts; to lend money with or without the security of a mortgage and to release mortgages and forgive debts; to borrow money; to buy, manage, lease, mortgage, sell and transfer real estate of any kind; to compromise and settle any and all claims; to open any type of bank account or savings and loan account and make deposits in and withdrawals from any bank account or savings and loan account; to acquire any type of savings certificate and surrender for payment any such savings certificate; to draw checks and endorse negotiable instruments; to prepare and sign any type of tax return; to employ any party for me; and to sign, seal, execute and acknowledge and deliver any instruments in writing appropriate or requisite to effect any or all powers herein given whether specifically enumerated or not.

I hereby ratify and confirm all my said attorney may do or cause to be done in my name and on my behalf.

This General Power of Attorney shall remain in effect at all times including but not limited to periods of illness or disability.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 11th day of March, 1995.

WITNESS:

Brian E. Jones Helen L. Richardson (SEAL)

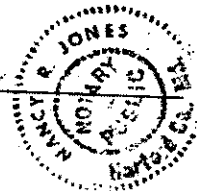
STATE OF MARYLAND, COUNTY OF HARFORD, SCT:

I HEREBY CERTIFY, that on this 11th day of March, 1995, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared HELEN L. RICHARDSON and acknowledged the foregoing General Power of Attorney to be her act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:  
April 1, 1997

Brian E. Jones  
Notary Public





Richardson Property

Easements Ag Districts Parks Streams Vegetation

1,000 500 0 1,000 Feet

July 2007

Page: 1 Document Name: untitled

DATE: 05/17/07  
TIME: 15:00:16

HARFORD COUNTY, MARYLAND  
REAL PROPERTY BILLING

DIST: 05 INDEX NO: 022576 LIBER: 05848 FOLIO: 0696 EXPT CODE: 0  
USE: A MAP: 0018 GRID : 0003B PARCEL: 0036 TOWN CODE: 000

NAME: RICHARDSON HELEN CURRENT ASMT: 5,860  
RICHARDSON ROBERT R JR ET AL STATE TAX: 6.56  
ADDR: 3537 EMORY CHURCH RD COUNTY TAX: 54.27  
STREET MD 21154-1427 HIGHWAY TAX: 9.14  
GROSS TAX: 69.97  
NET TAX: 69.97

DESC: 17.37 ACRES  
OFF ADY ROAD CB CREDIT: 0.00  
S E OF STREET SOLAR CREDIT: 0.00  
HMSTD CREDIT: 0.00  
FIELD CARD: 00723-009-00-00 LOCAL CREDIT:

SUPPLEMENTAL TAX FLAG: COMMUNITY ASSOC: NON-PROFIT FLAG:  
SOLAR ASMT: 0 SOLAR MAX: 0.00 PREFER LND ASMT: 5,860

DATE LAST ASSESSED: 0906 PRIOR ASSESSMENT: 5,860

ENTER=MENU RETURN; CLEAR=END SESSION

te: 05/17/2007 Time: 3:03:05 PM

20  
20  
660  
500

THIS DEED, made this 20th day of August, 2004, by JOHN MILLER and BONITA MILLER, husband and wife, Grantors, and HELEN RICHARDSON, ROBERT R. RICHARDSON, JR. and SUSAN P. RICHARDSON, Grantee.

For and in consideration of One Hundred Thousand Dollars (\$100,000.00), cash in hand paid, the receipt of which is hereby acknowledged, the said John Miller and Bonita Miller, husband and wife, do hereby grant, bargain and sell, and convey unto Helen Richardson, Robert R. Richardson, Jr. and Susan P. Richardson, as joint tenants, not as tenants in common, the survivor thereof, and the heirs, personal representatives and

IMP. ED. STATE 20.00  
RECORDING FEE 20.00  
RECORDATION F 660.00  
IR TAX STATE 500.00  
TOTAL 1,200.00  
Rpt # 75562  
J.R. JR. 419  
Feb 01, 2005 10:37 am

assigns of the survivor, forever, in fee simple, all that lot or parcel of land, situate and lying in the FIFTH ELECTION DISTRICT of Harford County, Maryland, near the westerly side of Ady Hill Road, and adjoining other land of Grantee, more particularly described in Schedule A attached hereto; BEING part of the land conveyed by and described by in a deed from Samuel V. Good and Katherine M. Good, to John Miller and Bonita Miller, husband and wife, dated November 10, 2003, and recorded among the Land Records of Harford County in Liber J.J.R. No. 5019, folio 426.

TOGETHER with the buildings and improvements thereon and all the rights, roads, ways, waters, easements, privileges, advantages and appurtenances thereunto belonging or in anyway appertaining; however, no development right, as defined by the Harford County Zoning Code, is conveyed by this transaction.

TO HAVE AND TO HOLD the said described parcel of ground and premises unto the said Helen Richardson, Robert R. Richardson,

HARFORD COUNTY CIRCUIT COURT (Land Records) (MSA CE 54-5735) JJR 5848, p. 0696. Printed 07/25/2007. Image available as of 03/15/2005.

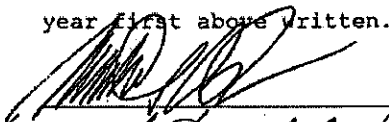
JBR5848 FOLIO 696

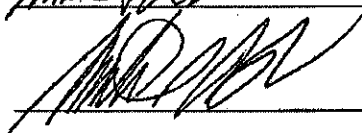
Jr. and Susan P. Richardson, as joint tenants, not as tenants in common, the survivor thereof, and the heirs, personal representatives and assigns of the survivor, forever, in fee simple.

AND THE SAID John Miller and Bonita Miller, husband and wife, do hereby covenant that they have done no act to encumber the aforesaid property, and that they will warrant specially the property hereby conveyed, and agree to execute such other and further assurances thereof as may from time to time be requisite.

AND THE SAID John Miller and Bonita Miller, husband and wife, certify that the subject property is not the principal residence of Grantor, that they are residents of the State of Maryland, and that the total payment for withholding is \$100,000.00.

WITNESS the hand and seal of said Grantors, the day and year first above written.

  
\_\_\_\_\_  
JOHN MILLER, Grantor (SEAL)

  
\_\_\_\_\_  
BONITA MILLER, Grantor (SEAL)

STATE OF MARYLAND: COUNTY OF HARFORD: to wit:

I HEREBY CERTIFY that on this 20th day of August, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, duly commissioned and qualified, personally appeared John Miller and Bonita Miller, husband and wife,

HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 54-5735] JJR 5848, p. 0697. Printed 07/25/2007. Image available as of 03/15/2005.

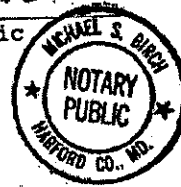
JBK5848 FOLIO 697



Grantors, and acknowledged the foregoing Deed to be their act.  
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 11/01/2007

Notary Public



HARFORD COUNTY MARYLAND

TRANSFER TAX PD \$ 1000.00

ALL OTHER TAXES PAID 210 11/10/05

PROPERTY PRESENTLY NOT ON WATER

& SEWER SYSTEM PER: 210

DATE: 11/10/05 HARFORD COUNT

AGRICULTURAL TRANSFER TAX IN THE

AMOUNT OF \$ Letter of Intent # 47

Received for transfer 04-05

State Department of Assessments

& Taxation of Harford County

Caroline 1-31-05

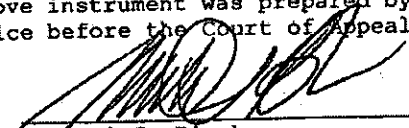
HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 54-5735] JJR 5848 p. 0698. Printed 07/25/2007. Image available as of 03/15/2005.

Date

BER5848 1000698

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared by me, an attorney admitted to practice before the Court of Appeals of Maryland.

  
Michael S. Birch

RETURN TO: MICHAEL S. BIRCH  
331 KENMORE AVENUE  
BEL AIR, MD. 21014  
410-838-3038

03-204

HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 54-5735] JJR 5848, p. 0699, Printed 07/25/2007, Image available as of 03/15/2005.

JBR5848 FOLIO 699

**K.L.S. CONSULTANTS, INC.**

Telephones  
 410-734-0445  
 410-989-0445  
 410-734-0447 FAX

ENGINEERS &amp; SURVEYORS

4401 Philadelphia Road, Bel Air, MD 21015

**PARTICULAR DESCRIPTION  
 PARCEL OF LAND TO BE  
 CONVEYED BY JOHN & BONITA MILLER**

Beginning for the same at an iron pin heretofore set at the beginning of the 1<sup>st</sup> or North 75 degrees 47 minutes 49 seconds East 1478.44 foot line of that parcel of land conveyed by and described in a deed from Samuel V. Good and Katherine M. Good, his wife, to John Miller and Bonita Miller, his wife, dated 10 November 2003 and recorded among the Land Records of Harford County in Liber J.J.R. No. 5019 folio 427, running thence and binding on part of the said first line,

- 1) North 70 degrees 37 minutes 35 seconds East 628.00 feet to a point, thence for new lines of division through and across the land of the herein above named grantors, the 12 following courses and distances, viz;
- 2) North 08 degrees 40 minutes 39 seconds West 238.19 feet,
- 3) North 60 degrees 47 minutes 42 seconds West 240.96 feet,
- 4) North 13 degrees 22 minutes 32 seconds West 115.98 feet,
- 5) North 12 degrees 27 minutes 11 seconds West 283.04 feet,
- 6) North 13 degrees 43 minutes 15 seconds West 141.04 feet,
- 7) North 14 degrees 07 minutes 41 seconds West 282.20 feet,
- 8) South 71 degrees 04 minutes 17 seconds West 373.31 feet,
- 9) North 04 degrees 16 minutes 41 seconds West 251.02 feet,
- 10) North 04 degrees 49 minutes 04 seconds West 108.93 feet,
- 11) North 03 degrees 55 minutes 43 seconds West 185.25 feet,
- 12) North 04 degrees 10 minutes 57 seconds West 294.55 feet, and

HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 54-5735] JJR 5848, p. 0700. Printed 07/25/2007. Image available as of 03/15/2008.

**BOOK 5848 FOLIO 700**

- 13) North 73 degrees 40 minutes 50 seconds West 232.77 feet, to a point to intersect the 17<sup>th</sup> or South 07 degrees 31 minutes 12 seconds East 2425.12 foot line of the aforesaid deed recorded in Liber J.J.R. No. 5019 folio 426, thence binding on the remainder of the said 17<sup>th</sup> line
- 14) South 12 degrees 41 minutes 27 seconds East 2196.67 feet to the beginning hereof. Containing 17.37 acres of land more or less.

HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 54-5735] JJR 5848, p. 0701, Printed 07/25/2007. Image available as of 03/15/2005.

**LIBER 5848 FOLIO 701**

**State of Maryland Land Instrument Intake Sheet**  
☐ **Baltimore City** ☒ **24 County: HARFORD**  
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

*(Type or Print in Black Ink Only—All Copies Must Be Legible)*  
☐ Check Box If Addendum Intake Form is Attached.

1	Type(s) of Instruments	<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other			
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/> Other			
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts			
		<input type="checkbox"/> Arms-Length [1]	<input type="checkbox"/> Arms-Length [2]	<input type="checkbox"/> Arms-Length [3]			
3	Tax Exemptions (If Applicable)	<input type="checkbox"/> Recordation	<input type="checkbox"/> State Transfer	<input type="checkbox"/> County Transfer			
		<input type="checkbox"/> Cite or Explain Authority	<input type="checkbox"/> Cite or Explain Authority	<input type="checkbox"/> Cite or Explain Authority			
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only			
		Purchase Price/Consideration \$ <u>100,000.00</u>		Transfer and Recordation Tax Consideration			
5	Fees	Any New Mortgage	\$	Transfer Tax Consideration	\$		
		Balance of Existing Mortgage	\$	X ( ) % =	\$		
		Other:	\$	Less Exemption Amount	\$		
		Other:	\$	Total Transfer Tax	\$		
		Other:	\$	Recordation Tax Consideration	\$		
		Other:	\$	X ( ) per \$500 =	\$		
		Full Cash Value	\$	TOTAL DUE	\$		
		Amount of Fees	Doc. 1	Doc. 2	Agent:		
		Recording Charge	\$ <u>20</u>	\$	Tax Bill:		
		Surcharge	\$ <u>20</u>	\$	C.B. Credit:		
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	State Recordation Tax	\$ <u>600</u>	\$	Ag. Tax/Other:		
		State Transfer Tax	\$ <u>500</u>	\$			
		County Transfer Tax	\$ <u>1000</u>	\$			
		Other:	\$	\$			
		Other:	\$	\$			
		District	Property Tax ID No. (1)	Grantor Liber/Polls	Map	Parcel No.	Var. LOG
		<u>05</u>	<u>022596</u>	<u>594/426</u>	<u>18</u>	<u>36</u>	<input type="checkbox"/> (5)
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plot Ref.	Sq/P/Acreage (4)
		Location/Address of Property Being Conveyed (2)					
		<u>3552 ADY ROAD STREET MD 21154</u>					
Other Property Identifiers (if applicable)							
Water Meter Account No.							
Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> For Simple <input checked="" type="checkbox"/> or Grount Read <input type="checkbox"/> Amount:							
Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of Sq/P/Acreage Transferred: <u>17.13 Acres</u>							
If Partial Conveyance, List Improvements Conveyed:							
7	Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)			
		<u>MILLER, JOHN</u>					
		<u>MILLER, BONITA</u>					
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)			
		<u>RICHARDSON, HELEN</u>					
		<u>RICHARDSON, ROBERT R. JR.</u>					
		New Owner's (Grantee) Mailing Address					
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person					
		Name: <u>MICHAEL S. BIRCH</u>					
		Firm:					
		Address:					
Phone: <u>(410) 858-5038</u>				<input checked="" type="checkbox"/> Return to Contact Person			
				<input type="checkbox"/> Hold for Pickup			
				<input type="checkbox"/> Return Address Provided			
11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
Assessment Information							
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal residence?							
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify:							
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).							
Assessment Use Only - Do Not Write Below This Line							
<input type="checkbox"/> Terminal Verification <input type="checkbox"/> Analytical Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Trns. Process Verification							
Transf. Number: <u>11</u> Date Received: <u>10</u> Date Delivered: <u>10</u> Assigned Property No.: <u>102</u>							
Year: <u>11</u> Sec.: <u>10</u> Map: <u>102</u> Sub: <u>102</u>							
Lot: <u>102</u> Zone: <u>102</u> Grid: <u>102</u> Plat: <u>102</u>							
Block: <u>102</u> Use: <u>102</u> Parcel: <u>102</u> Section: <u>102</u>							
Lot: <u>102</u> E.A. <u>102</u>							
REMARKS: <u>Letter of intent # 477 1-31-05</u>							

HARFORD COUNTY CIRCUIT COURT (LAW RECORDS) (MSA CE 54-5735) JUR 5/25/02, Printed 07/25/2007, Image available as of 03/15/2005.

Distribution: ☐ Clerk's Office ☐ SDAT ☐ Office of Finance ☐ Goldenrod - Registrar ☐ AGS-CC-200 (MSA)

4848 102

Page: 1 Document Name: untitled

DATE: 05/09/07 HARFORD COUNTY, MARYLAND  
TIME: 10:38:46 REAL PROPERTY BILLING

DIST: 05 INDEX NO: 032636 LIBER: 00271 FOLIO: 0145 EXPT CODE: 0  
USE: A MAP: 0018 GRID : 0003B PARCEL: 0031 TOWN CODE: 000

NAME: RICHARDSON ROBERT R SR  
RICHARDSON HELEN L  
ADDR: 3537 EMORY CHURCH RD

CURRENT ASMT: 332,463  
STATE TAX: 333.28  
COUNTY TAX: 2,755.50  
HIGHWAY TAX: 464.21  
GROSS TAX: 3,552.99  
NET TAX: 3,552.99

STREET MD 21154-0000

DESC: IMPS77.515 AC  
3537 EMORY CHURCH ROAD  
S OF STREET

CB CREDIT: 0.00  
SOLAR CREDIT: 0.00  
HMSTD CREDIT: 0.00  
LOCAL CREDIT:

FIELD CARD: 00652-000-00-00

SUPPLEMENTAL TAX FLAG: COMMUNITY ASSOC: NON-PROFIT FLAG:  
SOLAR ASMT: 0 SOLAR MAX: 0.00 PREFER LND ASMT: 25,010

DATE LAST ASSESSED: 0906 PRIOR ASSESSMENT: 297,570

ENTER=MENU RETURN;

CLEAR=END SESSION

te: 05/09/2007 Time: 10:41:27 AM

1

4849-5583-7697v1|8/17/2007|10:01:00 AM

\$4.95 Federal Stamp Feb. 24, 1942 Mailed to Robert Richardson, Pylesville, Md.  
\$4.50 State Stamp. Trfd.,

THIS DEED, Made this 18th day of February, 1942, by ADA F. STOKER, widow, ELVA STOKER, unmarried, EARL STOKER and MAXINE T. STOKER, His wife, GRACE S. McCOMAS and STEWART McCOMAS, her husband, and LOIS S. TARBERT and MARSHALL TARBERT, her husband, all of Harford County, State of Maryland.

WHEREAS, William H. Stoker, also known as William Henry Stoker, departed this life on or about the 11th day of April, 1930, intestate, seized and possessed of the hereinafter described property, leaving his widow, the said Ada F. Stoker, and his children, Elva Stoker, Earl Stoker, Grace Stoker and Lois Stoker, his only heirs at law to whom said property passed and descended, and Whereas, the said Earl Stoker has since intermarried with the said Maxine T. Stoker the said Grace Stoker has since intermarried with the said Stewart McComas, and the said Lois Stoker has since intermarried with the said Marshall Tarbert, and Whereas, all the said heirs have sold, and desire to convey to the grantees hereinafter named, their interest, in the aforesaid lands and premises of which the said William H. Stoker died seized and possessed, as hereinafter more particularly described.

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, receipt of which is hereby acknowledged, the said Ada F. Stoker, Elva Stoker, Earl Stoker, and Maxine T. Stoker, his wife, Grace S. McComas and Stewart McComas, her husband, and Lois S. Tarbert and Marshall Tarbert, her husband, do hereby grant, bargain and sell, and convey unto ROBERT RICHARDSON and HELEN RICHARDSON, his wife, all their right, title, interest, and estate in and to all that tract or parcel of land situate and lying in the FIFTH ELECTION DISTRICT of Harford County, on the County road leading from Highland to Emory Church, containing thirty-five (35) acres, more or less, being land of which the said William H. Stoker died seized and possessed as aforesaid, and being the same and all the land conveyed by and described, in a deed from W. LeRoy Stevens and Mary Famos Stevens, his wife, to the said William Henry Stoker, dated the 21st day of April, 1924, and recorded among the Land Records of Harford County in Liber D. C. W. No. 186, folio 473.

TOGETHER WITH the buildings and improvements thereon, and all the rights, roads, waters, ways, privileges and appurtenances thereto belonging or in any manner appertaining. TO HAVE AND TO HOLD the above described property unto the said Robert Richardson and Helen Richardson his wife, as tenants by the entireties, their heirs and assigns, forever, in fee simple. And the said Ada F. Stoker, Elva Stoker, Earl Stoker, and Maxine T. Stoker, his wife, Grace S. McComas and Stewart McComas, her husband, and Lois S. Tarbert and Marshall Tarbert, her husband, do hereby covenant to warrant specially the lands and premises herein described, and hereby intend to be conveyed, and to execute such other and further assurances thereof as may be requisite or necessary.

AS WITNESS the hands and seals of the grantors the day and year first above written.

Test: H. Elizabeth Esley	ADA F. STOKER	(SEAL)
H. Elizabeth Esley	Ada F. Stoker	
Test: H. Elizabeth Esley	ELVA STOKER	(SEAL)
H. Elizabeth Esley	Elva Stoker	
Test: H. Elizabeth Esley	EARL STOKER	(SEAL)
H. Elizabeth Esley	Earl Stoker	
Test: H. Elizabeth Esley	MAXINE T. STOKER	(SEAL)
H. Elizabeth Esley	Maxine T. Stoker	
Test: H. Elizabeth Esley	GRACE S. McCOMAS	(SEAL)
H. Elizabeth Esley	Grace S. McComas	
Test: H. Elizabeth Esley	STEWART McCOMAS	(SEAL)
H. Elizabeth Esley	Stewart McComas	
Test: H. Elizabeth Esley	LOIS S. TARBERT	(SEAL)
H. Elizabeth Esley	Lois S. Tarbert	

HARFORD COUNTY CIRCUIT COURT (Land Records) (MSA CE 54-175) GCB 271, p. 0145. Printed 07/25/2007. Image available as of 06/13/2025

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Test: H. Elizabeth Esley  
H. Elizabeth Esley

MARSHALL TARBERT  
Marshall Tarbert

(SEAL)

STATE OF MARYLAND, HARFORD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of February, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared Ada F. Stoker, Elva Stoker, Earl Stoker and Maxine T. Stoker, his wife, Grace S. McComas and Stewart McComas, her husband, and Lois S. Tarbert and Marshall Tarbert, her husband, and each acknowledged the foregoing deed to be their act.

AS WITNESS my hand and Notarial Seal this day and year first above written.

(NOTARIAL SEAL)

H. Elizabeth Esley, Notary Public  
H. Elizabeth Esley

Received for record Feb. 18, 1942 at 3:30 P.M., Same day recorded and examined, per  
Granville C. Boyle, Clerk.

\$5.85 Federal Stamp Feb. 24, 1942 Mailed to Thomas C. McNutt, Darlington, Md.  
\$5.30 State Stamp. T.T.C.,

THIS DEED, Made this 18th day of February, 1942, by JAMES WARNER HARRY and ELIZABETH EYERLY HARRY, His wife, of Harford County, State of Maryland.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said James Warner Harry and Elizabeth Eyerly Harry, his wife, do hereby grant, bargain and sell, and convey unto THOMAS C. McNUTT and INEZ E. McNUTT, His wife, all those two adjoining tracts or parcels of land situate and lying in the FIFTH ELECTION DISTRICT of Harford County, on or near Route 1, at Gallion's Corner, and more particularly described as follows:

1. Beginning for the same at a stake set in a pile of stone, said stake being also the beginning of a parcel of land containing 3.465 acres, more or less, now being conveyed by James W. Harry and wife, to Thomas McNutt, and said corner being also at the end of the fourth or north 4° 30' East 573.00 feet line of that parcel of land granted by the said James W. Harry and wife to Inez E. McNutt by deed dated July 15th, 1927, and recorded among the Land Records for Harford County in Liber D. G. W. No. 203, folio 440, and thence leaving the last described conveyance and running with and binding on the aforesaid parcel of land containing 3.465 acres, more or less, magnetically to date but subject to extreme local attraction;

North 84° 17' West 405.50 feet to a stone now set marked "B" in the outline of the land of William E. Gallion and wife, as granted to them by deed from James W. Harry and wife by deed dated July 22nd, 1927 and recorded among the Land Records for Harford County in Liber D. G. W. No. 206, folio 121, and thence running with and binding on the lands of the said Gallions and also for a new dividing line through the lands of the grantors; North 0° 50' West 2360.90 feet to a stake now set in or near the middle of a right of way twenty feet in width heretofore granted by the said James W. Harry and wife by deed dated September 22nd, 1930, and recorded among the Land Records for Harford County in Liber S.W.C. No. 218, folio 95, to the Maryland Gas Transmission Corporation and thence leaving the last described right of way and running still for a

new dividing line through and across the lands of the grantors; North 33° 58' East 682.52 feet

HARFORD COUNTY CIRCUIT COURT (Land Records) (JMSA CT 54-175) GCS 371, p. 9149, Printed 07/29/2007. Image available on file 06/13/2008.



## EXHIBIT B

Records of The Harford County Agricultural Advisory  
Board evaluating and ranking applications pursuant  
to the County's easement priority ranking system.

**Harford County Government**  
**Agricultural Preservation Farm Ranking 2006**

	Name	Address	Acreage	Points
1	Helen & Robert Richardson Jr.	3537 Emory Church Road Street, MD 21154	95	237.15
2	Iley family	Grier Nursery Road Street, MD 21154	61	229.9
3	Galbreath family	Cherry Hill/Emory Church Street, MD 21154	132	228.97
4	Russ & Sheree Gross	Norrisville Road White Hall, MD 21161	60	228.5
5	Wilson & Nancy Jones	3924 Bay Road Pylesville, MD 21132	106	227.88
6	Holloway family/Walters Mill	Walters Mill Road Forest Hill, MD 21050	341	227.7
7	Adams family	1408 Calvary Road Bel Air, MD 21015	203	227.55
8	Tom & Charlotte Ensor	931 Coen Road Street, MD 21154	108	224.97
9	Delmer Huff & family	2936 Dublin Road Street, MD 21154	140	220.84
10	Woolsey Farm/Umbarger	706 Glenville Road Churchville, MD 21028	165	220.2
11	Barrow family	2316 W. Medical Hall Road Bel Air, MD 21015	220	218.9
12	Mary Alice Perdue	4255 Norrisville Road White Hall, MD 21161	51	217.1
13	Jeff Heston	1500 McDermott Road Pylesville, MD 21132	33	211.66
14	Burman family	Heaps/Taylor Roads Whiteford, MD 21160	63	205.6
15	Phillip & Barbara Klien	2900 Houcks Mill Road Monkton, MD 21111	98	203.38
16	Charles & Grace Glock	314 Reckord Road Fallston, MD 21047	118	199.46
17	Robert & Joyce Edie	5510 Norrisville Road White Hall, MD 21161	61	189.11

**BILL NO. 07-33**

18	Enfield family LLC	634 Wheeler School Road Whiteford MD 21160	86.91	197.39
19	White Land Co.	3114 Scarboro Road Street, MD 21154	266	197.35
20	Lohr family	3212 Snake Lane Churchville, MD 21028	86	195.9
21	Samuel & Anne Mace	Rt 1 Darlington, MD 21034	42	195.61
22	Joe & Johanna Roll	1709 Deep Run Road Whiteford, MD 21160	74	194.88
23	Charles & Carol Griner	2922 Whiteford Road Whiteford, MD 21160	18	194.64
24	Albert Bayne family	2855 Grier Nursery Road Forest Hill, MD 21050	40	193.56
	Harford Investors	Aldino/Level Roads Churchville, MD 21028	800	193.38
26	Jonathon & Harriet McGuirk	2325 Thomas Run Road Bel Air, MD 21015	51	191
27	Marlene Ball	3324 Level Road Churchville, MD 21028	65	189.7
28	Charles J. Bachman Sr.	2601 Harford Road Fallston MD 21047	69	184.08
29	Douglas Smith	Rt 136/E of Prospect Whiteford, MD	40	178.04
30	Edwin Remsberg	2507 Pleasantville Road Fallston MD 21047	20	177.46
31	Kenneth Travers	3153 Aldino Road Churchville, MD 21028	63	173.48
32	James C. West Jr.	5101 West Road White Hall, MD 21161	170	171.52
33	Greg & Lynda Boegner	4420 Fox Chaser Ln WhiteHall, MD 21161	28	166.13
34	James & Mildred Norton	Day Road Darlington, MD 21034	86	164.15
35	Jim & Janet Archer	Onion Road Pylesville, MD 21132	23	163
36	Wayne & Jacqueline Ludwig	2360 Edwards Lane Bel Air, MD 21015	62	158.66
37	Izaak Walton League	5018 Onion Road Pylesville, MD 21132	44	152.9
38	Albert J. Bierman	3440 Dorothy Avenue Joppa, MD 21085	153	152.22
39	John & Lynn Katen	1915 Cosner Road Bel Air, MD 21014	69	149.85

**BILL NO. 07-33**

40	Clarence & Shirley Title	3850 Old Federal Hill Road Jarrettsville MD 21084	30	139.55
41	Rowland Bowers	910 La Grange Road Street, MD 21154	17	137.91
42	Robert and Sara Livezey	1821 Ridge Road Whiteford, MD 21160	109	137.57
43	Paul Lyons	3436 James Run Road Aberdeen, MD 21001	34	137.25
44	DeRan/Petty family	Telegraph Road Pylesville, MD 21132	35	131.28
45	Robert Markliine	737 Mahan Road Aberdeen, MD 21160	29	131.06
46	Michael Geppi	4530 Flintville Road Whiteford, MD 21160	68	129.87
47	Robert Slater Estate	1700 Castleton Road Darlington, MD 21034	61	122.61
48	Gilbert & Beverly Lerch	240 Cooley Mill Road Havre de Grace, MD 21078	30	112.3
49	William Cullum	E/S Earlton Road Havre de Grace, MD 21078	26	109.26
50	Lower Susquehanna Conservanc	Old Forge Hill Road Street, MD 21154	31	89.66
51	Karl & Donna Mandl	1725 Tower Road Aberdeen, MD 21001	34	72.82
52	Jeff Schucker	2125 Thomas Run Road Bel Air, MD 21015	45	65.16
53	Billings family	2039 Franklin Church Road Darlington, MD 21034	38	60.9

EXHIBIT C

Form of Installment Purchase Agreement

**INSTALLMENT PURCHASE AGREEMENT**

(No. 2008- )

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2008 between ROBERT R. RICHARDSON, JR., INDIVIDUALLY AND POWER OF ATTORNEY FOR HELEN L. RICHARDSON (the "Seller") and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

**RECITALS**

A. Pursuant to and in accordance with Bill No. 07-05 now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

E. The Seller owns \_\_\_\_\_ acres of Land, which are a part of the Land on which the County is authorized to acquire a Deed of Easement.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means \_\_\_\_\_, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated \_\_\_\_\_, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

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**BILL NO. 07-33**

"Enabling Legislation" means, collectively, (1) Section 524 of the Harford County Charter and (2) Bill No. 07-05 passed by County Council on April 10, 2007, approved by the County Executive on April 11, 2007, effective June 10, 2007 as Section 60-9, of the Harford County Code, as amended, and (3) Bill No. 07-\_\_ passed by the County Council on \_\_\_\_, \_\_\_\_, approved by the County Executive on \_\_\_\_, \_\_\_\_, and effective \_\_\_\_, \_\_\_\_, \_\_\_\_.

"Interest Payment Date" means \_\_\_\_ in each year commencing \_\_\_\_, 2008.

"Land" means the tract of land located in Harford County, Maryland, containing approximately \_\_\_\_ acres, and more particularly described in Exhibit A attached to the Deed of Easement and made a part thereof and by reference a part hereof; provided, however, that if (a) a Building Lot is released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for the original Seller, or (b) the original Seller conveys one or more Building Lots to their children in accordance with the Deed of Easement, the Building Lots so released or conveyed shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means \_\_\_\_ Dollars (\$\_\_\_\_), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means \_\_\_\_, their respective heirs, personal representatives, and assigns, and any other person who becomes the owner of the Land.

"State" means the State of Maryland.

**SECTION 1.2. Rules of Construction.** The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

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**BILL NO. 07-33**

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

## ARTICLE II

### SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$\_\_\_\_\_ (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

## ARTICLE III

### PAYMENT OF PURCHASE PRICE

#### SECTION 3.1. Payment of Purchase Price.

(a) The County shall pay a portion of the Purchase Price in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on \_\_\_\_\_ and on the same day of each year thereafter to and including \_\_\_\_\_ (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on \_\_\_\_\_ and annually thereafter in each year to and including \_\_\_\_\_ at the rate of \_\_\_\_\_ % per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

**SECTION 3.2. Registration and Transfer of this Agreement.**

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.



The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

**SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement.** In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

## **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES**

**SECTION 4.1. Representations and Warranties of the County.** The County makes the following representations and warranties:

(a) The County is a body politic and corporate and a political subdivision of the State.

(b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated

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1 transactions contemplated hereby. By proper action, the County has duly authorized the execution  
2 and delivery of this Agreement.

3  
4 (c) This Agreement has been duly and properly authorized, executed, sealed and  
5 delivered by the County, constitutes the valid and legally binding obligation of the County, and is  
6 enforceable against the County in accordance with its terms.

7  
8 (d) There are no proceedings pending or, to the knowledge of the County,  
9 threatened before any court or administrative agency which may affect the authority of the County to  
10 enter into this Agreement.

11  
12 **SECTION 4.2. Representations and Warranties of the Original Seller.** The original Seller  
13 makes the following representations and warranties with respect to herself, but not with respect to  
14 any transferee Seller:

15  
16 (a) The Seller has full power and authority to execute and deliver this Agreement  
17 and the Deed of Easement, and to incur and perform the obligations provided for herein and therein.  
18 No consent or approval of any person or public authority or regulatory body is required as a  
19 condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required,  
20 the same has been duly obtained.

21  
22 (b) This Agreement and the Deed of Easement have been duly and properly  
23 executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully  
24 enforceable against the Seller in accordance with their respective terms.

25  
26 (c) There is no litigation or proceeding pending or, so far as the Seller knows,  
27 threatened before any court or administrative agency which, in the opinion of the Seller, will  
28 materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of,  
29 this Agreement or the Deed of Easement.

30  
31 (d) There is (i) no provision of any existing mortgage, indenture, contract or  
32 agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no  
33 provision of law or order of court binding upon the Seller or affecting the Land, which would  
34 conflict with or in any way prevent the execution, delivery, or performance of the terms of this  
35 Agreement or the Deed of Easement, or which would be in default or violated as a result of such  
36 execution, delivery or performance, or for which adequate consents, waivers or, if necessary,  
37 subordinations, have not been obtained.

38  
39 (e) There exist no liens or security interests on or with respect to the Land (other  
40 than Permitted Encumbrances), or such liens or security interests will be released or subordinated to  
41 the Development Rights.

42  
43 (f) The Seller is not a nonresident alien of the United States of America for  
44 purposes of federal income taxation.

(g) The Social Security Number of the Sellers are \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_. The Tax ID number of the Seller is \_\_\_\_\_. The Seller shall, upon request of the County, execute Treasurer Form W-9 and deliver the same to the County for filing.

The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

## ARTICLE V

### PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

**SECTION 5.1. Intent of County and Tax Covenant of County.** The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

**SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction.** The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

**ARTICLE VI**

**THE REGISTRAR**

SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.3. Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Treasurer of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.4. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

**ARTICLE VII**

**MISCELLANEOUS**

SECTION 7.1. Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

1       SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the  
2 benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns,  
3 including, without limitation, all Registered Owners from time to time of this Agreement.

5  
6       SECTION 7.4. Severability. In case any one or more of the provisions of this Agreement  
7 shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any  
8 other provisions of this Agreement and this Agreement shall be construed and enforced as if such  
9 illegal or invalid provisions had not been contained herein or therein.

10  
11       SECTION 7.5. Prior Agreements Canceled; No Merger. This Agreement shall completely  
12 and fully supersede all other prior agreements, both written and oral, between the County and the  
13 Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall  
14 hereafter have any rights under such prior agreements but shall look solely to this Agreement and the  
15 Deed of Easement for definitions and determination of all of their respective rights, liabilities and  
16 responsibilities relating to the Land, the Development Rights and the payment for the Development  
17 Rights. In addition, this Agreement shall survive the execution and recording of the Deed of  
18 Easement in all respects and shall not be merged therein.

19  
20       SECTION 7.6. Amendments, Changes and Modifications. This Agreement may not be  
21 amended, changed, modified, altered or terminated except by an agreement in writing between the  
22 County and the then-Registered Owner. An executed counterpart of any such amendment shall be  
23 attached to this Agreement and shall be binding upon such Registered Owner and all successor  
24 Registered Owners.

25  
26       SECTION 7.7. No Personal Liability of County Officials. No covenant or agreement  
27 contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer,  
28 agent or employee of the County in his or her individual capacity, and neither the officers or  
29 employees of the County nor any official executing this Agreement shall be liable personally on this  
30 Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

32  
33       SECTION 7.8. Governing Law. The laws of the State shall govern the construction and  
34 enforcement of this Agreement.

35  
36       SECTION 7.9. Notices. Except as otherwise provided in this Agreement, all notices,  
37 demands, requests, consents, approvals, certificates or other communications required under this  
38 Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly  
39 given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt  
40 requested, addressed to the person to whom any such notice, demand, request, approval, certificate  
41 or other communication is to be given, at the address for such person designated below:

County: Harford County, Maryland  
County Office Building  
220 South Main Street  
Bel Air, Maryland 21014  
Attention: Treasurer

with a copy to: Robert S. McCord, Esquire  
County Attorney  
County Office Building  
220 South Main Street  
Bel Air, Maryland 21014

Seller: Robert R. Richardson, Jr., individually  
and power of attorney for Helen L. Richardson  
3537 Emory Church Road  
Street, Maryland 21154

Registrar: John R. Scotten, Jr.  
Treasurer  
County Office Building  
220 South Main Street  
Bel Air, Maryland 21014

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

**SECTION 7.10. Holidays.** If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

HARFORD COUNTY, MARYLAND

[COUNTY'S SEAL]

By: \_\_\_\_\_  
David R. Craig  
County Executive

1 ATTEST:  
2  
3  
4

5 \_\_\_\_\_  
6 Lorraine Costello  
7 Director of Administration

8 WITNESS:  
9

10 \_\_\_\_\_  
11 \_\_\_\_\_(SEAL)  
12 Robert R. Richardson, Jr., individually  
13 and power of attorney for  
14 Helen L. Richardson  
15  
16  
17

SELLER

**BILL NO. 07-33**

**SCHEDULE I  
TO INSTALLMENT  
PURCHASE AGREEMENT**

**INSTALLMENTS OF  
DEFERRED PORTION OF PURCHASE PRICE  
(ROBERT R. RICHARDSON, JR., INDIVIDUALLY  
AND POWER OF ATTORNEY FOR HELEN L. RICHARDSON)**

Date of Payment

Amount Payable

Plus initial payment of purchase  
price on \_\_\_\_\_

\$ \_\_\_\_\_

**TOTAL**

\$ \_\_\_\_\_



**EXHIBIT A  
TO INSTALLMENT  
PURCHASE AGREEMENT**

**HARFORD COUNTY AGRICULTURAL LAND PRESERVATION  
AND PURCHASE OF DEVELOPMENT RIGHTS PROGRAM**

**DEED OF EASEMENT**

THIS DEED OF EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_, parties of the first part, Grantor, and HARFORD COUNTY, MARYLAND, party of the second part, Grantee.

**Explanatory Statement**

A. The County Council of Harford County, Maryland enacted Bill No. 07-05, as amended, which created a new Article II, Agricultural Land Preservation Program, to Chapter 60, Agriculture, of the Harford County Code, as amended, for the purpose of establishing the Harford County Agricultural Land Preservation Act (the "Act") to preserve productive agricultural land and woodland which provides for the continued production of food and fiber for the citizens of the County; and

B. By authority of the Act, the Grantee may purchase development rights and family conveyances from agricultural landowners by subjecting the property to be purchased to an agricultural preservation easement restricting these rights and conveyances in perpetuity in the manner more specifically provided in the Act; and

C. The Grantor is the fee simple owner of the hereafter described parcel(s) of land located in Harford County, Maryland and desires to sell and convey to the Grantee an agricultural preservation easement to restrict such land to agricultural use in accordance with the Act and as hereinafter set forth; and

D. Bill No. \_\_\_\_\_, passed by the County Council of Harford County, Maryland on \_\_\_\_\_, approved by the County Executive on \_\_\_\_\_ and effective \_\_\_\_\_, authorizes Harford County, Maryland to purchase development rights and family conveyance in up to \_\_\_\_\_ acres of agricultural land from \_\_\_\_\_.

E. The Grantor is a "Landowner" as defined in Section 60-10 of the Act.

NOW, THEREFORE, in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Harford County, Maryland, as Grantee, its successors and assigns, an agricultural preservation easement, together with and subject to the covenants, conditions, limitations and

restrictions hereafter set forth so as to constitute and equitable servitude thereon, in, under and over the parcel(s) of land situate in \_\_\_\_\_ Harford County, Maryland and being more particularly described in Exhibit A attached hereto.

AND, FURTHER, together with all transferable development rights in accordance with the provisions of Section 267-34(D)(4) of the Code of Harford County, Maryland, and all family conveyances in accordance with the provisions of Section 267-34(D)(3)(d) of the Code of Harford County, Maryland.

AND the Grantor covenants for themselves, and for their respective heirs, personal representatives and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the above-described land all and any of the various acts hereafter set forth, it being the intention of the parties that said land shall be preserved solely for the agricultural use as defined in and in accordance with the provision of the Act, and hereafter set forth are intended to limit the use of the above-described land and are deemed to be and shall be construed as covenants running with the land.

#### COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the reservations hereinafter contained and except as otherwise provided herein, the Grantor, for themselves and their respective heirs, personal representatives and assigns, covenants and agrees with Grantee as follows:

A. The above-described land may not be developed or otherwise used for other than agricultural use (as defined in the Act).

B. The above-described land shall be maintained in agricultural use or properly managed so that it is available for continued agricultural use from the date of the recording of this instrument among the Land Records of Harford County.

C. At the time of establishment of the easement hereby granted, a soil and water conservation plan as prepared by the Soil Conservation District shall be implemented and maintained with respect to the above-described land.

D. To not allow any type of residential subdivision, other than that outlined in the easement as owner/child lots and to limit the utilization of the above-described land to Agricultural Uses as defined in the Agricultural Land Preservation and Purchase of Development Rights Program and including those uses contained in Section 267-43(F) of the Harford County Zoning Code, as amended.

E. The construction of new buildings or structures on the above-described land, other than farm buildings that did not exist at the time of the establishment of the within easement, is contingent upon the written application to and approval by the Department of Planning and Zoning, subject to review by and recommendation of the Agricultural Land Preservation Advisory Board.

**F. Subject to the provisions of paragraphs G and H hereof:**

1. The Grantor may at any time hereafter request a two (2) acre or less lot exclusion for the exclusive residential use of the Grantor. Such request (a) must be made by letter provided to the Department of Planning and Zoning verifying the Grantor's intention to live in a dwelling situate within any lot so excluded; (b) shall be subject to review and recommendation of the Agricultural Land Preservation Advisory Board; (c) the use and occupancy permit must be in the name of the owner/grantor; and (d) the owner's lot may not be sold or transferred for a period of five (5) years from the date of issuance of the use and occupancy permit except in the event of the death or legal incompetence of the owner or if the lot is part of bankruptcy proceedings; or with approval of the Department of Planning and Zoning, subject to review and recommendation of the Agricultural Land Preservation Advisory Board. Upon such request and recommendation of the Agricultural Land Preservation Advisory Board, Grantee shall execute and deliver to Grantor, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

2. The Grantor may at any time hereafter request the right to construct, use and occupy a tenant home on the above-described land in accordance with the conditions established within Section 267-26(D) of the Harford County Zoning Code, as amended. Such request (a) must be made by letter provided to the Department of Planning and Zoning and (b) shall be subject to review and recommendation of the Agricultural Land Preservation Advisory Board. The tenant house shall not be subdivided off of the easement property.

3. The Grantor may at any time hereafter request in writing to the Department of Planning and Zoning a two (2) acre or less lot exclusion for the exclusive residential use of a child. Such request (a) must be from both Grantor and the child verifying the intention of the child to live in a dwelling situate within the lot so excluded; (b) shall be subject to the review and recommendation of the Agricultural Land Preservation Advisory Board; and (c) the building permit and the owner occupancy permit must be in the child's name. The child lot may not be sold or transferred for a period of five (5) years from the date of issuance of the use and occupancy permit except in the event of the death or the legal incompetence of the child or if the lot is part of bankruptcy proceedings; or with approval of the Department of Planning and Zoning, subject to review and recommendation of the Agricultural Land Preservation Advisory Board. Upon such request and recommendation of the Agricultural Land Preservation Advisory Board, Grantee shall execute and deliver to the child, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

**G.** The exclusion of lots pursuant to the provisions of paragraph F above from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth shall be subject to the following conditions:

1. The total number of such lot exclusions may not exceed one (1) lot for

for each twenty-five (25) acres contained within the above-described land or four (4) lots per easement property, whichever is less; and

2. The maximum size of any lot so excluded may not exceed a maximum lot area of two (2) acres, including within such area all Harford County right-of-way requirements unless waived by the Director of Planning, with the review and recommendation of the Agricultural Land Preservation Advisory Board; and

3. The Grantor requesting lot exclusion shall be required to repay the County for each lot so excluded in an amount equal to the amount paid per acre by Harford County to the Grantor to acquire the above-described land plus all costs associated with the establishment of such lot.

H. The rights reserved to the Grantor under paragraph F to request a lot exclusion shall be deemed a personal covenant only, and one that is not intended to run with the land and shall belong only to, and may be exercised only, by the Grantor named in this instrument.

I. The Grantor and all future landowners of the said property reserves the right to use the above-described land for any agricultural use as defined in the Agricultural Land Preservation and Purchase of Development Rights Program and including those uses contained in Section 267-43(F) of the Harford County Zoning Code, as amended, and further reserves all other rights, privileged and incidents to the ownership of the fee simple estate in the above-described land not hereby conveyed or otherwise limited by the covenants, conditions, limitations and restrictions herein set forth.

J. This instrument shall not be deemed to provide for or permit public access to any privately owned land except for periodic inspections by the Grantee.

K. The easement conveyed to the Grantee for the parcels of land described in Exhibit A is based upon \_\_\_\_\_ acres.

The Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that Grantor will warrant specially the property interest hereby conveyed; and the Grantor will execute such further assurances of the same as may be required.

As used herein, the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference the words of certain gender includes reference to all genders.

No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

applicable law.

WITNESS THE HAND AND SEAL of the undersigned.

WITNESS:

(SEAL)

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and they acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public:

My Commission Expires: ..

I HEREBY CERTIFY that the foregoing Deed of Easement was prepared on behalf of Harford County, Maryland by or under the supervision of a member of the Bar of the Court of Appeals of Maryland.

**EXHIBIT A  
TO DEED OF EASEMENT**

Description of Land

**EXHIBIT B  
TO INSTALLMENT  
PURCHASE AGREEMENT**

**PERMITTED ENCUMBRANCES**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties other than the insured in actual possession of any or all of the property.
3. Special assessments against the property which are not shown as existing liens by the public records.
4. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such changes payable on an annual basis which are not yet due and payable.

**EXHIBIT C  
TO INSTALLMENT  
PURCHASE AGREEMENT**

**ASSIGNMENT**

FOR VALUE RECEIVED, ROBERT R. RICHARDSON, JR., INDIVIDUALLY AND POWER OF ATTORNEY FOR HELEN L. RICHARDSON (the "Registered Owner"), subject to the approval of Harford County, Maryland, hereby sell[s], assign[s] and transfer[s] unto \_\_\_\_\_, without recourse, all of the Registered Owner's right, title and interest in and to the Installment Purchase Agreement to which this Assignment is attached; and the Registered Owner's hereby irrevocably directs the Registrar (as defined in such Agreement) to transfer such Agreement on the books kept for registration thereof. The Registered Owner hereby represents, warrants and certifies that there have been no amendments to such Agreement [except \_\_\_\_\_].

Date: \_\_\_\_\_

WITNESS OR ATTEST: \_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with of the name of the Registered Owner as it appears on the registration books for the Installment Purchase Agreement referred to herein in every particular, without alteration or enlargement or any change whatever.



**ADD NOTARY ACKNOWLEDGMENT**

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Harford County, Maryland

By: \_\_\_\_\_  
David R. Craig  
County Executive



HARFORD COUNTY BILL NO. 07-33

Brief Title Agricultural Land Preservation - Richardson

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

**CERTIFIED TRUE AND CORRECT**

Barbara J. O'Connor  
Council Administrator

Date September 18, 2007

**ENROLLED**

Billy Boniface  
Council President

Date September 18, 2007

**BY THE COUNCIL**

Read the third time.

Passed: LSD 07-26

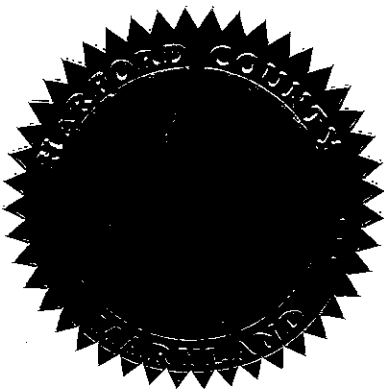
Failed of Passage: \_\_\_\_\_

By Order

Barbara J. O'Connor  
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 19<sup>th</sup> day of September, 2007 at 3:00 p.m.

Barbara J. O'Connor  
Council Administrator



**BY THE EXECUTIVE**

David R. Craig  
COUNTY EXECUTIVE

APPROVED: Date September 20, 2007

**BY THE COUNCIL**

This Bill No. 07-33 having been approved by the Executive and returned to the Council, becomes law on September 20, 2007.

EFFECTIVE DATE: November 19, 2007

Barbara J. O'Connor  
Barbara J. O'Connor,  
Council Administrator